

**MEETING MINUTES:  
PERSONNEL & FINANCE COMMITTEE**

---

**AGENDA**

**Tuesday, May 10<sup>th</sup>, 2016 at 2:30pm in Village Annex Room located @ 30 South 1<sup>st</sup> Street to consider;**

**Old Business**

- Personnel Handbook Amendments
  - Changes
  - Conference Extras

**New Business**

- OpenGov
- BoardDocs
- Police Department Officer Opening Plan/Hiring Plan

Mitchell W. Foster, MPA  
Village Administrator

Winneconne Municipal Center is accessible to the physically disadvantaged. If special accommodations are necessary, please contact the Village Clerk/Treasurer at (920) 582-4381 and we will make every effort to accommodate the request.



OpenGov, Inc.  
955 Charter Street  
Redwood City, CA 94063  
United States

Quote Number OG-00002520  
Created Date 4/27/2016  
Expiration Date 6/30/2016

Prepared By Alaina Urbahns  
Phone (650) 567-3132  
Email aurbahns@opengov.com  
Contract Dates Effective: 2016-06-01  
Ends on: 2019-06-01

#### Customer Information

Contact Name	Mitchell Foster	Bill To Name	Village of Winneconne, WI
Phone	(920) 582-4381	Bill To	PO Box 488
Email	administrator@winneconnewi.gov		Winneconne, Wisconsin 54986
			United States

#### Order Details

**Description** OpenGov Intelligence™ accelerates report generation and expands the range of knowledge and analysis you can obtain, then deliver to anyone inside your organization. OpenGov's patented and patent-pending technology empowers governments to share up-to-date insights with key decision makers — staff, department heads, managers, and elected officials — to better communicate ongoing government operations and performance, make better, data-driven decisions, and ultimately improve the annual budget process.

Control the clock: Reduce interruptions and focus on strategic tasks by empowering any employee to easily access the information they need. Eliminate backlogs by reducing turnaround time on reports. Users can drill down to the object or project level, filter data by fund, department or object code, and instantly compare operations to budget. Start from anywhere in the Chart of Accounts, explore down to the transaction level, and obtain a holistic view of the organization's performance by uniting financial and non-financial data.

Embrace the network: compare your plans and results with other governments' information. Discover what other governments are doing to cut costs, innovate, and bring these insights to your budget.

Includes OpenGov Comparisons™: Gain immediate insights, benchmark, and compare with other governments in the OpenGov Network™. Powered by advanced data science, OpenGov's patented and patent-pending technology enables unprecedented and normalized financial and non-financial comparisons between governments nationwide. OpenGov Comparisons™ automatically incorporates a wide variety of performance, demographic, and other data from sources like the FBI Crime in the US Survey, the US Census American Community Survey, and more. Spend less time compiling data, and more time learning from other governments and applying these insights to improve your own operations. The era of manually ensuring that comparisons are consistent across Charts of Accounts is over.

Includes one (1) Admin/Report Creator user license and five (5) Reader/Collaborator user licenses.

#### Fees

Product	Quantity	List Price	Sales Price	Total Price
OpenGov Intelligence - Under \$10 Million	3.00	\$3,000.00	\$3,000.00	\$9,000.00
OpenGov Intelligence Implementation for Tier 1 Accounting Systems	1.00	\$2,700.00	\$1,700.00	\$1,700.00

Billing Frequency Annual

Total Price \$10,700.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each

## OPENGOV, INC. SOFTWARE AGREEMENT

party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature \_\_\_\_\_

Customer

OpenGov, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Terms and Conditions

### Appendix A

#### OpenGov Terms and Conditions

## 1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

**3. OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

**4. CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

**5. DATA LICENSE.** Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

**6. PAYMENT OF FEES.** The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the effective date.

## **7. TERM & TERMINATION**

**7.1** Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

**7.2** Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

**7.3** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **8. WARRANTY AND DISCLAIMER**

**8.1** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

**8.2** Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

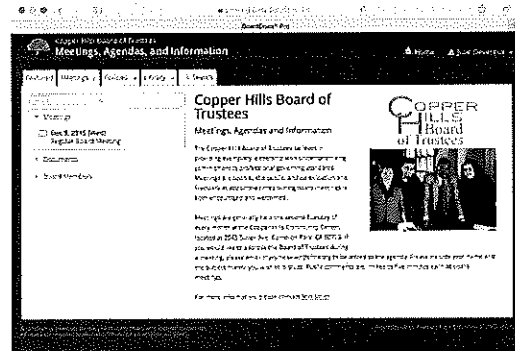
9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions

## Executive Overview

### *Introduction*

BoardDocs LT is the ideal entry level, Cloud-based Board Management System. Developed specifically for public governing bodies of smaller organizations, BoardDocs LT provides a means of immediately publishing and revising agenda items, supporting documents, minutes and policies and procedures via the Internet. This service provides organizations with a simple way to eliminate paper-based and less advanced electronic processes while maintaining a searchable legal repository for all documents.



BoardDocs also improves governance by making documents readily available to board members, designated staff and the public in a professional, easy-to-access format. The administration maintains total control over who sees what information and when. Governance stakeholders have immediate and ubiquitous access to their data via most Internet-connected devices. No third-party apps are required because BoardDocs is platform independent and looks, feels and functions the same across all devices.

Unlike email, general-purpose cloud services such as Google Docs, and PDF quick-fixes, BoardDocs is a turn-key, state-of-the-art solution, specifically designed for public governance. For example, the system “knows” not to allow communication between board members, is compliant with open records requirements, provides granular levels of security and contains many other community-defined features. With BoardDocs, there’s no need to incur the cost of purchasing and supporting a thick client infrastructure; the organization need only provide Internet-connected devices to access the service.

## Document Submission, Creation and Publishing

### *Document Submission Options*

BoardDocs LT is an easy-to-use solution designed for organizations that have simple document workflow requirements. Simply designate a single person, or as many individuals as needed, as “document publishers” to gather electronic versions of meeting documents and enter them into the system. Document publishers can receive agenda item information and supporting documents via email or network share and create the agenda items using BoardDocs’ document publisher software.

This method often gives the document publishers ultimate control over all facets of the agenda item creation process. With BoardDocs, the people that create the packet are the ones who manage it. And, since BoardDocs services provide centralized storage of data, stakeholders can always be confident that there is only one valid copy of agenda information to be viewed or managed. There is no confusion regarding whether or not the information being viewed is current, because everyone is looking at the same documents.

Organizations that require more comprehensive document workflow options should consider those available in BoardDocs Pro.

## BoardDocs Features and Benefits

### *Ease of Use*

BoardDocs is currently being utilized by tens of thousands of users nationwide. This powerful solution provides a single Web app where stakeholders can quickly access current meetings and review archived meetings in an intuitive manner. Once a meeting is selected, agendas are fully expanded in a clear, concise format. Simply click on the agenda item and it will be fully displayed. Stakeholders can display the entire packet and then scroll down to review specific information.

Emerald Data Solutions has conducted a tremendous amount of research and taken recommendations from thousands of stakeholders to assure that every board member can use the service. We provide each of them with on-site training, user-friendly documentation, video tutorials, electronic manuals and online help. Plus, if a board member needs additional assistance, they can count on 24-hour, toll-free technical support at no additional charge.

### *Meeting Video*

Meeting video allows stakeholders go well beyond documents and actually see what happened for each agenda item in a meeting. This feature simplifies the task of associating and managing meeting video by providing easy-to-use tools that automate the process involved with delivering video over the Web. Users can easily associate their video with each meeting and tag individual agenda items to any part of the video, all while displaying them through the organization's existing BoardDocs interface.

Stakeholders can then use BoardDocs' powerful search tools to find any agenda item within a meeting. Once the item is found, the stakeholder is presented with the highest fidelity experience of what actually happened during the meeting, with the agenda item, background information and video from one simple interface.

### *Advanced Web Application Technology*

BoardDocs' advanced Web technology provides an extremely rich user experience by delivering custom interfaces across multiple platforms without the need to install custom software or special end-user configurations. Recognizing the power of the individual to customize their own Web experience, BoardDocs technology moves document management away from the IT department and toward the individual that actually creates and manages the packet.



In the end, this technology helps governing bodies operate more effectively by eliminating paper and streamlining board packet processes. Organizations save money, time and increase transparency for their stakeholders. With BoardDocs, organizations of all sizes can significantly improve the way they create and manage board packets, access information and conduct meetings.

### *Client Requirements*

BoardDocs LT readers and publishers can access the BoardDocs user interface via most contemporary Web browsers, from virtually anywhere, on just about any Internet-connected device. There are no thick client applications to install, update or maintain. The organization is only responsible for supplying any client hardware and network infrastructure necessary to connect to BoardDocs services via the Internet.

### *Dedicated Database*

BoardDocs uses a dedicated database instance for each client. By using separate databases, access control lists and code for each client, Emerald Data Solutions can assure that no other BoardDocs subscriber will have unauthorized access to your organization's private data. This also prevents data corruption from spreading throughout the system.

### *Hosting and Technology Partners*

Our hosting environment is supported by technology partners who are regarded as the best-in-class providers of their services. Application services are provided by clusters of Sun servers from Oracle, behind four F5 enterprise load-balancers that are connected to redundant, high-speed network connections. These clusters are hosted at two SSAE 16/SOC1 audited (formally SAS 70) dedicated hosting centers; one near Denver, CO and the other in Sterling, VA. Both feature emergency backup environmental systems for continuous, 7 x 24 operation. At each site, data is kept on dual, fully-redundant fiber arrays with redundant connections to all servers and independent copies of the data are kept and stored on dual Raid 5+1 configured arrays at each site, so hardware failure is extremely unlikely. Additionally, each weeknight all production data is copied to a NAS-attached array. This backup is kept for 1 week, except for Friday's backup, which is stored for 3 additional weeks.

### *Storage*

BoardDocs provides document archives and instant access for at least 20 years of information. If after 20 years the amount of information does not exceed 20 GB, additional data will be stored until the limit is reached. Data exceeding the 20-year limit will be archived on optical media and provided to the organization.

### *Search and MetaSearch*

BoardDocs provides the ability to perform searches against the full text of any document in the system – including attachments. The document publisher determines what documents or parts of documents users can access. Through MetaSearch, BoardDocs also provides the capability to perform searches of public agenda items and policies from similar organizations using BoardDocs services. By using this exclusive feature, staff and governing bodies can research policies and procurement on a national basis, incorporate findings into their own efforts, develop best practices, and ultimately save a great deal of time and money.

### *Custom Interface*

BoardDocs supports the branding of public and private interfaces with the subscriber's information. Organization logo support is provided for the site and all printed documents. At any time, the subscriber can further modify their public and private interface with custom verbiage and designated documents. The public areas of BoardDocs are designed to integrate with the organization's Web site, and link back to it.

BoardDocs features several ways for subscribers to access data in the BoardDocs outside of the standard interface, including RSS and XML access to all public data. Using XML and RSS, dynamic information can be integrated into existing Web sites or custom queries can be made from most popular third-party reporting tools. Custom interfaces to BoardDocs data can also be created.

### *Minutes*

BoardDocs LT provides the ability to edit and attach minutes to any meeting. LT subscribers can edit minutes from the Meeting Dashboard by importing the agenda and simply using the editor. Once saved, they can then attach a minutes agenda item to a future meeting.

### *Ownership of Data, Backups, Object and Source Code*

While BoardDocs maintains the data on behalf of each subscriber, we believe that the organization should have an up-to-date, local copy of all data. The customer retains all ownership of content posted to the database and has exclusive control of who can access the data and when. Designated publishers control access to the system.

### *Technical Support*

Emerald Data Solutions provides 7 x 24, US-based, no-charge technical support for all document publishers, authenticated users and even the public for the life of the agreement. The technical support is available via toll-free phone number with a guaranteed response time of two hours with a 24-hour resolution.

### *User Accounts*

Authenticated users will need an individual user ID and password. Initially, passwords and user names will only be shared with the designated document publisher. After the implementation, changes to user names and passwords can be managed by designated publishers using BoardDocs People Manager.

### *Maintenance and Updates*

Emerald Data Solutions provides ongoing maintenance, including minor fixes and updates to the software for the term of the agreement. Updates and fixes are automatically applied daily, as necessary, without user intervention. Emerald Data Solutions is continually responding to the needs of our subscribers and partners by improving our service and adding new features. This process is on-going and has taken BoardDocs from a simple paperless meeting solution to a comprehensive board management solution.

Emerald Data Solutions will inform the customer and provide version upgrades as they become available at no additional charge. All version upgrades will be scheduled in advance and performed only after approval by the organization. Since BoardDocs is 100% Web-based, there is no need to manage client software or install updates on workstations.

### *Training and Implementation*

We have found that video or Web training is not sufficient to assure complete success. As a result, every implementation of BoardDocs is performed on-site.

Emerald Data Solutions will assign a dedicated Implementation Specialist and Technical Analyst to assist in the implementation of the solution. The Implementation Specialist will conduct on-site training sessions based on our proven curriculum. Each attendee will receive documentation, customized for the subject matter of their training session. Additionally, the organization's IT staff will receive a comprehensive IT Implementation Guide.



## BoardDocs LT Formal Proposal

The training sessions will be scheduled on the same day and will consist of the following:

**Document Publisher** – This session is to be attended by the designated document publisher(s). The instructor will lead a 3 – 4 hour session where the attendee(s) will publish an entire meeting and learn how to load and manage the data and how the data is presented by BoardDocs LT.

**Board Members** – Each board member will attend a one – two hour instructor-led session where they will learn how to access the information from any Internet-enabled location and how to participate in a meeting using BoardDocs LT.

Other than a \$1,000, one-time start-up to cover travel costs, there is no charge for initial training and implementation. Emerald Data Solutions will provide subsequent visits for training, on-site support or attendance of meetings at the organization's request at no additional charge. For subsequent visits, the Company will submit travel expenses, including airfare, ground transportation and hotel for reimbursement. The BoardDocs Web site also features documentation and video tutorials if any user would like a quick refresher on how to use the system. Emerald Data Solutions maintains support and training staff in six states, so help is never far away.

### *Still Need Some Paper?*

If some of your organization's stakeholders still want to use paper, BoardDocs LT provides an easy way to print individual agenda items, a customized agenda or even the entire packet. Organizations can easily customize all reports by adding logos, headers, footers and formatted text to their printed documents.

### BoardDocs Plus

#### *Need a Solution for Multiple Governing Bodies?*

BoardDocs Plus is a new service enhancement enables organizations with multiple public governing bodies to provide a separate, distinct and comprehensive suite of BoardDocs services to each group via one subscription.

BoardDocs LT can support unlimited types of meetings for different committees; however, adding Plus, each governing body can have separate confidential meetings, separate document managers and separate administrative access. With BoardDocs Plus, BoardDocs services can provide agenda item-level security so only authenticated users in each group can access meetings, agenda items or even parts of an agenda item.

### Upgrade Opportunities

#### *Want Even More? Upgrade to BoardDocs Pro*

BoardDocs is the only service that provides a simple and affordable solution, along with an easy upgrade path to the most powerful board management service available, BoardDocs Pro. Your organization can get comfortable with the paperless process by starting with BoardDocs LT, and then upgrade to the full power of BoardDocs Pro at any time, at no additional charge. Training costs are absorbed by BoardDocs and only out-of-pocket travel expenses for the trainer are billed to the subscriber.

### About Emerald Data Solutions

Emerald Data Solutions is employee-owned and has been providing technology solutions to public and private organizations since 1989. Emerald Data Solutions is exclusively dedicated to the development and delivery of BoardDocs board management services. BoardDocs was initially developed in 2000, and since the national introduction of BoardDocs Pro in 2002, about 2,000 organizations have chosen BoardDocs for board management services.

### Features and Pricing Summary

The BoardDocs LT service includes the following features:

- BoardDocs eAgenda Solution for Unlimited Number of Users
- User-customizable, Cloud-based Publishing Interface
- BoardDocs ePolicy Development and Publication Solution, support for Web-based Policy Solutions
- Newly Refreshed Hardware Infrastructure with Redundant High-speed Internet Access
- Ability to Edit and Attach Minutes to a Meeting
- Access to BoardDocs MetaSearch for procurement on a national basis, policy research and more
- Attach Virtually Any Type of Document to Agenda Items
- Meeting Video simplifies the task of managing and associating videos for private or public meetings
- Integrated Audio Player - Listen to meetings indexed by agenda item
- Search Functionality for Consolidated Searches on Any Content
- Create and Save Draft Meetings
- Create and Publish Administrative and Executive level Content
- Granular Ability to Withhold Sensitive Information from the Public
- User and Security Administration via People Manager
- Social Sharing via Twitter, Facebook and eMail
- XML Capabilities to Dynamically Drive BoardDocs Data Into Your Organization's Web site
- 100% Web-based for access from Windows, Macintosh, Linux and iPad
- 7 x 24, Secure, Power-redundant Hosting with Daily Backups
- Single source, secure Document Database Technology
- No Charge, User-friendly On-site Training
- 7 x 24, Toll-free, US-based End-user Technical Support
- Up to 20 Years of History with DVD Archiving of Data beyond 20 Years
- Customized Printing of Agendas, Agenda Items and Meeting Packets
- Access to All Software Enhancements, Including Version Updates and Fixes for the Term of the Agreement

### Subscriber Pricing

COST SUMMARY	
BoardDocs LT Document Management System – One-time start-up fee	\$1,000
BoardDocs LT Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, implementation, updates, upgrades and customization)	\$3,000 per year
BoardDocs Plus for LT Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, implementation, updates, upgrades and customization)	\$6,000 per year

In some states, BoardDocs LT service fees are invoiced by a designated billing agent. Services are invoiced at the beginning of each annual term. The delivery of BoardDocs services is exclusively defined by the BoardDocs End user Agreement (EUA).

### Company Contact Information

Corporate Office, Payment and Legal Notices:

Emerald Data Solutions, Inc.  
519 Johnson Ferry Rd. NE  
Suite A100  
Marietta, GA 30068

Other Information:

Federal Tax ID: 80-0003127  
DUNS: 131937562  
(800) 407-0141  
email: [boarddocs@boarddocs.com](mailto:boarddocs@boarddocs.com)  
<http://www.BoardDocs.com>

[illegible]



Part time status quo

102ea. 12hr shifts for remainder of FY16

Hourly rate			Fringe/hr	
\$11.50		7.65%	\$1,076.81	FICA
		\$3.85 per \$100	\$54.19	W/C
		7.60%	\$1,069.78	Ret
needed for remainder of FY16				
Wage	Fringe		TOTAL	
\$14,076.00		\$4,176.10		\$18,252.10